

**Plaintiff's Exhibit List**

Montwillo v. Tull, et al.

Exhibit	Date	Description	Marked	Entered	Comments
1	7/04	Copyright registrations for: Blonde Drag Queen Doll, Redhead Drag Queen Doll, Talking Pregnant Drag Queen Doll, Trailer Trash Roy Doll, Trailer Trash Doll			
2	7/9/04	Secretary of State Articles of Incorporation: Gibby Novelties, LLC			
3	7/15/04	Bill of Sale Tull to Gibby with property list.			
4	7/17/04	Bill of Sale of Assets of Arsenic & Apple Pie, LLC.			
5	7/17/04	Agreement to Release, Cancel and Terminate Business Loans.			
6	7/20/04	Secretary of State Certificate of Dissolution: Arsenic & Apple Pie, LLC			
7	5/31/03	Letter to Montwillo from Wong with DRAFT Agreement for the Purchase of Membership Interest			
8	Not dated	Agreement for the Purchase of Membership Interest			
9	4/7/03	Letter to Montwillo from Wong re: membership interest			
10	6/23/04	Letter to Montwillo and Tull from Wong re: membership interest and bankruptcy			

11	7/3/04	Letter to Montwillo and Tull from Wong re: dissolution			
12	7/20/04	Letter to Montwillo from Wong re: proprietary rights to dolls and concerns about bankruptcy			
13	7/19/00	E-mail from Montwillo to Tull re: sale of business			
14	Various	Assorted newspaper articles featuring Trailer Trash dolls and Montwillo			
15	Various	Arsenic & Apple Pie website and content.			
16	Various	Assorted online articles featuring Trailer Trash dolls and Montwillo			
17	n/a	Steps of Infringement (Chart)			

Copyright Office fees are subject to change.  
For current fees, check the Copyright Office  
website at [www.copyright.gov](http://www.copyright.gov), write the Copy-  
right Office, or call (202) 707-3000

141650900



**Form VA**  
For a Work of the Visual Arts  
UNITED STATES COPYRIGHT OFFICE

VA 1-271-343



EFFECTIVE DATE OF REGISTRATION

7-13-07  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1** Title of This Work ▼ **NATURE OF THIS WORK ▼ See instructions**  
Blonde Drag Queen Doll Doll  
Previous or Alternative Titles ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Page ▼

**2** NAME OF AUTHOR ▼ DATES OF BIRTH AND DEATH  
a Paul John Montwillo <sup>whose pseudonym is Paul Hansen</sup> Year Born ▼ 1967 Year Died ▼  
Was this contribution to the work a "work made for hire"? ☐ Yes ☒ No  
Author's Nationality or Domicile  
Name of Country OR { Citizens of U.S.A.  
Domiciled in \_\_\_\_\_  
Was This Author's Contribution to the Work  
Anonymous? ☐ Yes ☒ No If the answer to either of these questions is "Yes," see detailed instructions.  
Pseudonym? ☒ Yes ☐ No  
Nature of Authorship Check appropriate box(es). See instructions  
☒ 3-Dimensional sculpture ☐ Map ☐ Technical drawing  
☐ 2-Dimensional artwork ☐ Photograph ☐ Text  
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

**NOTE**

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

**b** Name of Author ▼ Dates of Birth and Death  
Year Born ▼ Year Died ▼  
Was this contribution to the work a "work made for hire"? ☐ Yes ☒ No  
Author's Nationality or Domicile  
Name of Country OR { Citizens of \_\_\_\_\_  
Domiciled in \_\_\_\_\_  
Was This Author's Contribution to the Work  
Anonymous? ☐ Yes ☒ No If the answer to either of these questions is "Yes," see detailed instructions.  
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☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing  
☐ 2-Dimensional artwork ☐ Photograph ☐ Text  
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

**3** Year in Which Creation of This Work Was Completed a 1998 This information must be given in all cases. **b** Date and Nation of First Publication of This Particular Work  
Complete this information ONLY if this work has been published. Month 07 Day 01 Year 2000  
Nation U.S.A.

**4** COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. Paul John Montwillo  
3638 22nd Street  
San Francisco CA 94114  
Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼  
APPLICATION RECEIVED  
JUL 13 2004  
ONE DEPOSIT RECEIVED  
TWO DEPOSITS RECEIVED  
JUL 13 2004  
FUNDS RECEIVED

MARK ON BACK b • Complete all applicable spaces (numbers 6-8) on the reverse side of this page.

EXHIBIT

1

Forms are subject to change. For current form, consult the Copyright Office website at [www.copyright.gov](http://www.copyright.gov), write the Copyright Office, or call (800) 775-5747.

Copyright Office fees are subject to change.  
For current fees, check the Copyright Office  
website at [www.copyright.gov](http://www.copyright.gov), write the Copy-  
right Office, or call (202) 707-3000

141650911



**Form VA**  
For a Work of the Visual Arts  
UNITED STATES COPYRIGHT OFFICE

VA 1-271-341



7-13-04  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1** Title of This Work **NATURE OF THIS WORK** See Instructions  
Redhead Drag Queen Doll Doll  
Previous or Alternative Titles

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume

Number

Issue Date

On Pages

**2** NAME OF AUTHOR **DATES OF BIRTH AND DEATH**  
a Paul John Montwill whose pseudonym is Paul Hansen 1967  
Year Born Year Died  
Was this contribution to the work a "work made for hire"? ☐ Yes ☒ No  
Author's Nationality or Domicile  
Name of Country OR { Citizens of USA  
Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☒ Yes ☐ No  
If the answer to either of these questions is "Yes," see detailed instructions.

**NOTE**

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for date of birth and death blank.

Nature of Authorship Check appropriate box(es). See instructions

- ☒ 3-Dimensional sculpture ☐ Map ☐ Technical drawing  
☐ 2-Dimensional artwork ☐ Photograph ☐ Text  
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

Name of Author

Dates of Birth and Death  
Year Born Year DiedWas this contribution to the work a "work made for hire"? ☐ Yes ☒ No

Author's Nationality or Domicile  
Name of Country  
OR { Citizens of  
Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☐ Yes ☒ No  
If the answer to either of these questions is "Yes," see detailed instructions.

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Complete this information ONLY if this work has been published. Month 07 Day 01 Year 2000  
U.S.A. Nation

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Paul John Montwill  
3638 22nd Street  
San Francisco CA 94114  
Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

JUL 13 2004 RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

JUL 13 2004 FUNDS RECEIVED

MORE ON BACK - Complete all applicable spaces (numbers 5-9) on the reverse side of this page.

DO NOT WRITE HERE

EXAMINED BY	<i>Mink</i>	FORM VA
CHECKED BY	<i>[Signature]</i>	
<input type="checkbox"/> CORRESPONDENCE		FOR COPYRIGHT OFFICE USE ONLY
Yes		

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ☐ Va. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.If your answer is "Yes," give: Previous Registration Number ☐ VYear of Registration ☐ V

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Promoting Material Identify any promoting work or works that this work is based on or incorporates. ☐ Va **6**  
See instructions  
before completing  
this space.b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ☐ V

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ☐ VAccount Number ☐ Va **7**CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/Clp/Room/ZIP ☐ V

Paul John Montwillo  
3638 22nd Street  
San Francisco CA 94114

b

Area code and daytime telephone number 415) 821 1536

Fax number ( )

Email pmontwillo@hotmail.com

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one ☒ author  
☐ other copyright claimant  
☐ owner of exclusive right(s)  
☐ authorized agent of

8

Name of author or other copyright claimant, or owner of exclusive right(s)

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ☐ V If this application gives a date of publication in space 3, do not sign and submit it before that date.

Paul John Montwillo

Date 7/10/04

Handwritten signature (X) ☐ VX *Paul J. Montwillo*

Certificate will be mailed in window envelope to this address:

Name ☐ V

Paul John Montwillo

Number/Street/Apt ☐ V

3638 22nd Street

City/State/ZIP ☐ V

San Francisco CA 94114

• Complete all necessary spaces  
 • Sign your application in space 8

1. Application fee  
 2. Microfilmable filing fee in check or money order payable to Register of Copyrights  
 3. Deposit materials

Library of Congress  
 Copyright Office  
 101 Independence Avenue, S.E.  
 Washington, D.C. 20540-4009

See an officer's stamp for exact fee, deadline, and other information.  
 Copyright fee: \$35.00  
 Microfilm fee: \$12.00  
 Total fee: \$47.00

9

Copyright Office fees are subject to change.  
For current fees, check the Copyright Office  
website at [www.copyright.gov](http://www.copyright.gov), write the Copy-  
right Office, or call (202) 707-3000.

140773596



**Form VA**  
For a Work of the Visual Arts  
U.S. COPYRIGHT OFFICE

VAU631-337

140773596

EFFECTIVE DATE OF REGISTRATION  
July 2 2004  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1** Title of This Work  $\nabla$  Talking Pregnant Trailer Trash Doll Doll

NATURE OF THIS WORK  $\nabla$  See instructions

Previous or Alternative Title  $\nabla$  Trash Talking Trixie

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work  $\nabla$

If published in a periodical or serial give: Volume  $\nabla$  Number  $\nabla$  Issue Date  $\nabla$  On Page  $\nabla$

**2** NAME OF AUTHOR  $\nabla$  a Paul John Montwill

DATES OF BIRTH AND DEATH  
Year Born  $\nabla$  1967 Year Died  $\nabla$

Was this contribution to the work a "work made for hire"?  $\square$  Yes  $\square$  No

Author's Nationality or Domicile  
Name of Country United States  
OR { Citizens of United States  
Domiciled in

Was This Author's Contribution to the Work  
Anonymous?  $\square$  Yes  $\square$  No If the answer to either of these questions is "Yes," see detailed instructions.  
Pseudonymous?  $\square$  Yes  $\square$  No

Nature of Authorship Check appropriate box(es). See instructions  
☒ 3-Dimensional sculpture ☐ Map ☐ Technical drawing  
☐ 2-Dimensional artwork ☐ Photograph ☐ Text  
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

**NOTE**  
Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

**b** Name of Author  $\nabla$

Dates of Birth and Death  
Year Born  $\nabla$  Year Died  $\nabla$

Was this contribution to the work a "work made for hire"?  $\square$  Yes  $\square$  No

Author's Nationality or Domicile  
Name of Country United States  
OR { Citizens of United States  
Domiciled in

Was This Author's Contribution to the Work  
Anonymous?  $\square$  Yes  $\square$  No If the answer to either of these questions is "Yes," see detailed instructions.  
Pseudonymous?  $\square$  Yes  $\square$  No

Nature of Authorship Check appropriate box(es). See instructions  
☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing  
☐ 2-Dimensional artwork ☐ Photograph ☐ Text  
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

**3** Year in Which Creation of This Work Was Completed a 1998 This information must be given Year in all cases.

Date and Nation of First Publication of This Particular Work  
Complete this information ONLY if this work has been published. Month July Day 2 Year 2004 Nation

**4** COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.  $\nabla$

Paul John Montwill

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.  $\nabla$

APPLICATION RECEIVED  
JUL 02 2004  
ONE DEPOSIT RECEIVED  
JUL 02 2004  
TWO DEPOSITS RECEIVED  
FUNDS RECEIVED

EXAMINED BY *[Signature]*

FORM VA

CHECKED BY *[Signature]*☐ CORRESPONDENCE  
YesFOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▾a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▾

Year of Registration ▾

5

**DERIVATIVE WORK OR COMPILATION** Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates. ▾

6

a See instructions  
before completing  
this space.b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▾

b

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▾

Account Number ▾

7

a

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▾

b

Paul J Montwillio

3638 22nd St

San Francisco CA 94114

Area code and daytime telephone number

(415) 821 1536

Fax number

( )

Email

pmontwillio@hotmail.com

**CERTIFICATION** I, the undersigned, hereby certify that I am the

check only one ▶

☒ author☐ other copyright claimant☐ owner of exclusive right(s)☐ authorized agent of

Name of author or other copyright claimant, or owner of exclusive right(s) ▴

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▾ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Paul John Montwillio

Date

6/29/04

Handwritten signature ☒ ▾

x

*Paul J Montwillio*

8

Certificate  
will be  
mailed in  
window  
envelope  
to this  
address:

Name ▾

Paul J Montwillio

Number/Street/Apt ▾

3638 22nd St.

City/State/ZIP ▾

San Francisco CA 94114

• Complete all necessary spaces  
• Sign your application in space 81. Application form  
2. Manuscriptable filing fee in check or money  
order payable to Register of Copyrights  
3. Deposit material  
Library of Congress  
Copyright Office  
101 Independence Avenue, S.E.  
Washington, D.C. 20540-8000Fees are subject to  
change. For current  
fees, check the  
Copyright Office  
website at  
www.copyright.gov,  
write the Copyright  
Office, or call  
(202) 707-6000.

9



Copyright Office fees are subject to change.  
For current fees, check the Copyright Office  
website at [www.copyright.gov](http://www.copyright.gov), write the Copy-  
right Office, or call (202) 707-3000.

140773585



**Form VA**  
For a Work of the Visual Arts  
U.S. COPYRIGHT OFFICE

VAU631-338

EFFECTIVE DATE OF REGISTRATION  
July 2 2004  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1** Title of This Work ▼ Trailer Trash Roy Doll NATURE OF THIS WORK ▼ See Instructions Doll

Previous or Alternative Titles ▼ Bubba Muket Doll

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

**2** NAME OF AUTHOR ▼ a Paul John Montwillo DATES OF BIRTH AND DEATH  
Year Born ▼ 1967 Year Died ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☒ No

Author's Nationality or Domicile  
Name of Country United States  
OR { Citizen of United States  
Domiciled in

Was This Author's Contribution to the Work  
Anonymously? ☐ Yes ☒ No If the answer to either of these questions is "Yes," see detailed instructions.  
Pseudonymously? ☐ Yes ☒ No

Nature of Authorship Check appropriate box(es). See instructions

☒ 3-Dimensional sculpture ☐ Map ☐ Technical drawing  
☐ 2-Dimensional artwork ☐ Photograph ☐ Text  
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

**NOTE**

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

**b** Name of Author ▼ Dates of Birth and Death  
Year Born ▼ Year Died ▼

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Author's Nationality or Domicile  
Name of Country United States  
OR { Citizen of United States  
Domiciled in

Was This Author's Contribution to the Work  
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**3** Year in Which Creation of This Work Was Completed 1998 Date and Nation of First Publication of This Particular Work  
This information must be given in all cases. ONLY if this work has been published. Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ Nation \_\_\_\_\_

**4** COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Paul John Montwillo

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED  
JUL 02 2004  
ONE DEPOSIT RECEIVED  
JUL 02 2004  
TWO DEPOSITS RECEIVED  
FUNDS RECEIVED

DO NOT WRITE HERE  
DO NOT WRITE HERE

EXAMINED BY

FORM VA

CHECKED BY

☐ CORRESPONDENCE

Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

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before completing  
this space.

6

b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

b

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

a

7

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

b

Area code and daytime telephone number

Paul J Montwillo  
3638 22nd St  
San Francisco CA 94114  
(415) 821 1536

Fax number ( )

Email p.montwillo@hotmail.com

**CERTIFICATION** I, the undersigned, hereby certify that I am the

check only one ►

☒ author☐ other copyright claimant☐ owner of exclusive right(s)☐ authorized agent of

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Paul John Montwillo

Date 6/29/04

Handwritten signature (X) ▼

x

Paul J Montwillo

8

Certificate  
will be  
mailed in  
window  
envelope  
to this  
address:

Name ▼

Paul J Montwillo

Number/Street/Apt ▼

3638 22nd St.

City/State/ZIP ▼

San Francisco CA 94114

• Complete all necessary spaces  
• Sign your application in space 81. Application form  
2. Nonrefundable filing fee in check or money  
order payable to Register of Copyrights  
3. Deposit materialLibrary of Congress  
Copyright Office  
101 Independence Avenue, S.E.  
Washington, D.C. 20540-8000Fees are subject to  
change. For current  
fees, visit the  
Copyright Office  
website at  
www.copyright.gov  
or call the Copyright  
Office, or call  
(800) 545-5000.

9

Copyright Office fees are subject to change.  
For current fees, check the Copyright Office  
website at [www.copyright.gov](http://www.copyright.gov), write  
Copyright Office, or call (202) 707-3001

141650897



**Form VA**  
For a Work of the Visual Arts  
UNITED STATES

REG

VA 1-271-342



EFFECTIVE DATE OF REGISTRATION

7-13-04

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1** Title of This Work **▼** Trailer Trash Doll NATURE OF THIS WORK **▼** See Instructions Doll

Previous or Alternative Titles **▼**

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**2**  
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NAME OF AUTHOR **▼** Paul John Montwillb whose pseudonym is Paul Hansen DATES OF BIRTH AND DEATH  
Year Born **▼** 1967 Year Died **▼**

Was this contribution to the work a "work made for hire"? ☐ Yes ☒ No Author's Nationality or Domicile  
Name of Country U.S.A. OR { Domiciled in \_\_\_\_\_

Was This Author's Contribution to the Work  
Anonymous? ☐ Yes ☒ No If the answer to either of these questions is "Yes," see detailed instructions.  
Pseudonymous? ☒ Yes ☐ No

Nature of Authorship Check appropriate box(es). See instructions  
☒ 3-Dimensional sculpture ☐ Map ☐ Technical drawing  
☐ 2-Dimensional artwork ☐ Photograph ☐ Text  
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

Name of Author **▼** \_\_\_\_\_ Dates of Birth and Death  
Year Born **▼** \_\_\_\_\_ Year Died **▼** \_\_\_\_\_

Was this contribution to the work a "work made for hire"? ☐ Yes ☐ No Author's Nationality or Domicile  
Name of Country \_\_\_\_\_ OR { Domiciled in \_\_\_\_\_

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Pseudonymous? ☐ Yes ☐ No

Nature of Authorship Check appropriate box(es). See instructions  
☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing  
☐ 2-Dimensional artwork ☐ Photograph ☐ Text  
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

**3** Year in Which Creation of This Work Was Completed 1998 This information must be given in all cases. **b** Date and Nation of First Publication of This Particular Work  
Complete this information ONLY if this work has been published. Month 07 Day 01 Year 2000  
U.S.A. Nation

**4** COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. **▼**  
Paul John Montwillb  
3698 22nd Street  
San Francisco CA 94114

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. **▼**

APPROVED RECEIVED  
JUL 13 2004  
ONE DEPOSIT RECEIVED  
TWO DEPOSITS RECEIVED  
JUL 13 2004  
FUNDS RECEIVED

MORE ON BACK **►** • Complete all applicable entries (numbers 5-8) on the reverse side of this card.

DO NOT WRITE HERE

EXAMINED BY	MMK	FORM VA
CHECKED BY		
<input type="checkbox"/> CORRESPONDENCE		FOR COPYRIGHT OFFICE USE ONLY
Yes		

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▾a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▾

Year of Registration ▾

5

**DERIVATIVE WORK OR COMPILATION** Complete both spaces 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▾

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▾

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.  
Name ▾ Account Number ▾**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▾

Paul John Montwill  
3638 22nd Street  
San Francisco CA 94114

Area code and daytime telephone number (415) 821 1536

Fax number ( )

Email pmontwill@hotmai.com

**CERTIFICATION\*** I, the undersigned, hereby certify that I am the

check only one ►

- ☒ author
- ☐ other copyright claimant
- ☐ owner of exclusive right(s)
- ☐ authorized agent of

Name of author or other copyright claimant, or owner of exclusive right(s) ▾

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▾ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Handwritten signature (X) ▾

X

Certificate will be mailed in window envelope to this address:

Name ▾	Paul John Montwill
Number/Street/Apt ▾	3638 22nd Street
City/State/ZIP ▾	San Francisco CA 94114

- Complete all necessary spaces
- Sign your application in space 8

1. Application form
2. Nonrefundable filing fee in check or money order payable to Registrar of Copyrights
3. Deposit material

Library of Congress  
Copyright Office  
101 Independence Avenue, S.E.  
Washington, D.C. 20540-8000

Fee not subject to change. For current fees, check the Copyright Office website at [www.copyright.gov](http://www.copyright.gov), call the Copyright Office, or call (800) 777-0700.

9



## SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JUL 09 2004



*Kevin Shelley*  
Secretary of State

EXHIBIT

2

000012



**State of California**  
**Kevin Shelley**  
**Secretary of State**

**LIMITED LIABILITY COMPANY  
 ARTICLES OF ORGANIZATION**

NOTE: A limited liability company is not permitted to render professional services.

A \$70.00 filing fee must accompany this form.

File # **200419110109**

**ENDORSED - FILED**  
 In the office of the Secretary of State  
 of the State of California

**JUL 09 2004**

**KEVIN SHELLEY**  
**Secretary of State**

**IMPORTANT - Read instructions before completing this form.**

This Space For Filing Use Only

1. **NAME OF THE LIMITED LIABILITY COMPANY** (END THE NAME WITH THE WORDS "LIMITED LIABILITY COMPANY," "LTD. LIABILITY CO.," OR THE ABBREVIATIONS "LLC" OR "L.L.C.")  
 Gibby Novelties, LLC

2. **THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.**

**INITIAL AGENT FOR SERVICE OF PROCESS** - If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).

3. **NAME OF THE INITIAL AGENT FOR SERVICE OF PROCESS** William Tull, Jr.

4. **IF AN INDIVIDUAL, THE ADDRESS OF THE INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA**

ADDRESS 40 DeBurgh Drive

CITY San Anselmo

STATE CA

ZIP CODE 94960

5. **THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY: (CHECK ONLY ONE)**



ONE MANAGER



MORE THAN ONE MANAGER



ALL LIMITED LIABILITY COMPANY MEMBER(S)

6. **ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.**

7. **TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY (FOR INFORMATIONAL PURPOSES ONLY)**

Toy and doll design, manufacture and sales

8. **I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.**

SIGNATURE OF ORGANIZER

DAVID Y. WONG

TYPE OR PRINT NAME OF ORGANIZER

July 8, 2004

DATE

9. **RETURN TO:**

NAME - [ David Y. Wong ]

FIRM Berger Kahn

ADDRESS 1682 Novato Blvd.

CITY/STATE Novato, CA

ZIP CODE [ 94947 ]



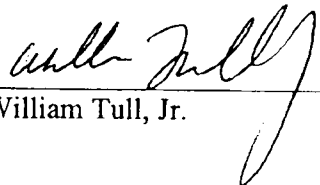
## BILL OF SALE

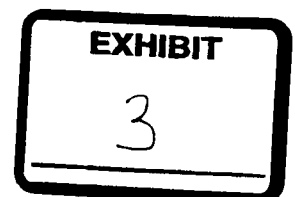
In consideration of the payment of the sum of \$4,000 (four thousand dollars), and other valuable consideration from Daniel Gibby, the receipt of which is hereby acknowledged, William Tull hereby conveys, transfers, and grants to Daniel Gibby the sole ownership rights and claims to the remaining inventory, trademark, and intellectual property rights formerly held by Arsenic & Apple Pie, LLC, including but not limited to all unsold product inventory and the intellectual property rights to said dolls, as described more fully in the attached Exhibit A, which Tull acquired following the dissolution of said Limited Liability Company. In addition, William Tull conveys to Daniel Gibby the "Arsenic & Apple Pie" trade name and all goodwill attached to same.

William Tull hereby warrants and represents to Daniel Gibby that he is the sole and exclusive owner of the specified property and that the title hereby conveyed is legitimate, valid and enforceable. William Tull further warrants that the above property being transferred, both tangible and intangible, is free and clear of any security interests, liens, claims or other encumbrances.

William Tull, in conveying said property to Daniel Gibby, hereby covenants and agrees to defend, hold harmless and/or indemnify Daniel Gibby, his agents, attorneys, and assigns against any title or ownership claims, liens or other encumbrances asserted in regard to said rights and property in this Bill of Sale

Signed this 15<sup>th</sup> of July, 2004

By:   
William Tull, Jr.



000014

**Exhibit A**

**List of Property Conveyed to Daniel Gibby by William Tull**

Remaining doll inventory acquired from Arsenic & Apple Pie, LLC via dissolution:

1. 1200 Trailer Trash Dolls
2. 17 Drag Queen Dolls – Blonde
3. 216 Drag Queen Dolls – Red Head

Total number of dolls: 1433



## BILL OF SALE OF ASSETS OF ARSENIC & APPLE PIE, LLC.

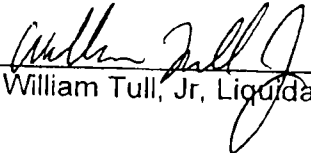
In consideration of the release, cancellation and termination of any and all financial obligations arising from Member William Tull's two loans to Arsenic & Apple Pie, LLC (hereinafter "Company") in the amounts of \$9,834.05 and \$63,382.55, totaling Seventy-three Thousand, Two Hundred and Sixteen Dollars and Sixty Cents. (\$73,216.60), the receipt of documentation of said cancellation hereby acknowledged, the Company, Arsenic & Apple Pie, LLC, hereby conveys, transfers, and grants to William Tull (Tull) any and all remaining assets belonging to the Company, including but not limited to all product inventory, the intellectual property rights to the doll products described in the attached Exhibit A, the Arsenic & Apple Pie tradename, all business property of the Company and all goodwill attached to the Company.

Company hereby warrants and represents to Tull that it is the sole owner of the specified property and that the title hereby conveyed is valid and good. Arsenic & Apple Pie, LLC further warrants that the specified property being transferred, both tangible and intangible, is free and clear of any security interests, liens, claims or other encumbrances.

Arsenic & Apple Pie, LLC hereby covenants and agrees to defend, hold harmless and/or indemnify Tull, his agents, attorneys and assigns, against any title or ownership claims, liens or other encumbrances asserted in regard to said rights and property as described in this Bill of Sale.

Signed this 17 day of July, 2004.

ARSENIC & APPLE Pie, LLC

By:   
William Tull, Jr, Liquidating Member.



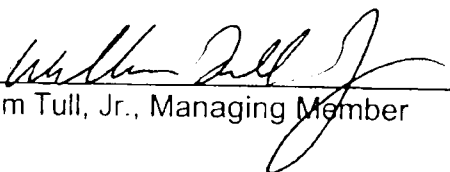
000032

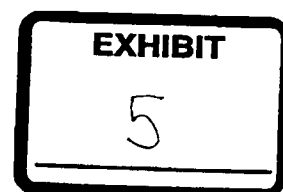
## Agreement to Release, Cancel and Terminate Business Loans

The Undersigned, William Tull, does hereby agree to release, cancel and terminate the two loans made to Arsenic & Apple Pie, LLC. The two loans, for \$9,834.05 and \$63,382.55 ( Total: \$73,216.60), were made to Arsenic & Apple Pie, LLC in addition to Tull's original capital contribution to the Limited Liability Company, and represent unsecured loans to the Company by a member pursuant to Section 3.8 of the Operating Agreement.

To date, the foregoing loans have not been satisfied or repaid in full. However, the outstanding balance of \$73,216.60 is hereby waived, released, canceled and terminated in exchange and consideration for the transfer to William Tull of all the remaining assets, both tangible and intangible, belonging to Arsenic & Apple Pie, LLC., including but not limited to: all product inventory, the intellectual property rights to the product line developed and produced by Arsenic & Apple Pie, LLC and its members, its unique and identifiable tradename, the goodwill of the business, and all other assets belonging to the company.

Dated this 17 day of July, 2004, in San Francisco, California.

  
William Tull, Jr., Managing Member



000031



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

AUG 26 2004



*Kevin Shelley*  
Secretary of State

EXHIBIT

6

000029



**State of California**  
**Kevin Shelley**  
**Secretary of State**

**LIMITED LIABILITY COMPANY  
 CERTIFICATE OF DISSOLUTION**

There is no fee for filing a Certificate of Dissolution with the Secretary of State.  
**IMPORTANT - Read instructions before completing this form**

**Note: You must also file a Certificate of Cancellation (LLC4/7) in order to cancel your Articles of Organization (LLC-1) and not incur further liability for tax as a limited liability company.**

**ENDORSED - FILED**  
 in the office of the Secretary of State  
 of the State of California

**JUL 20 2004**

**KEVIN SHELLEY**  
**Secretary of State**

This space For Filing Use Only

1. Secretary of State File Number

199911010031

2. Name of Limited Liability Company

Arsenic & Apple Pie, LLC

3. Other information the managers or members filing the Certificate of Dissolution determine to include: (Attach additional pages, if necessary) None

4. Total number of pages attached, if any:

0

5. It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

Signature of Authorized Person

Date

William Tull, Jr. Liquidating Managing  
 Type or Print Name and Title of Authorized Person Member

6. RETURN TO:

NAME

David Y. Wong

FIRM

Berger Kahn, A Law Corporation

ADDRESS

1682 Novato Blvd., Suite 250

CITY/STATE

Novato, CA 94965

ZIP CODE

L



SEC/STATE (REV. 12/2003)

FORM LLC-3 - NO FILING FEE  
 Approved by Secretary of State

000030

DAVID Y. WONG

ATTORNEY AT LAW

320 Montford Ave.  
Mill Valley, California 94941  
Tel: (415) 339-8810  
Fax: (415) 388-5582

May 31, 2003

Paul Montwillo  
3638 22<sup>nd</sup> Street  
San Francisco, CA 94114

Re: Arsenic & Apple Pie, LLC

Dear Mr. Montwillow:


As you requested, I have forwarded your comments and letter of May 2, 2003, to William Tull.

In response, Mr. Tull has indicated that he is prepared to honor his previous offer to purchase your membership interest for the sum of Sixteen Thousand Dollars (\$16,000), payable in installments. Enclosed, please find a proposed Agreement for Purchase of Membership Interest which sets forth the terms of the sale. Assuming that the Agreement is acceptable, please notify me at your earliest opportunity so that we can arrange for its execution.

Before the Agreement can be executed and consideration transferred, I still need to obtain from you a copy of your Bankruptcy release or dismissal. Alternatively, please provide me with the name of your attorney. Once I have confirmed that there is no longer any duty on the part of Mr. Tull or Arsenic & Apple Pie to report or turn over funds to the bankruptcy trustee, I will advise Mr. Tull to make payments directly to you in accordance with the payment schedule in the Agreement.

If you have any questions or concerns not addressed above, please do not hesitate to contact the undersigned.

Very truly yours,

  
David Y. Wong

encl.: Proposed Purchase Agreement  
cc: William Tull



## Agreement For The Purchase of Membership Interest

This Agreement for the purchase of Membership Interest in the Limited Liability Company known as Arsenic & Apple Pie, LLC, is hereby agreed to and made effective this \_\_\_\_ day of June, 2003, by and between Paul Montwillo, hereinafter referred to as "Seller," whose principal place of residence is 2638 22<sup>nd</sup> Street, San Francisco, California, and William Tull, hereinafter referred to as "Buyer," whose principal place of business is 432 Castro Street, San Francisco, California. Seller and Buyer may be collectively referred to as the "Parties."

Buyer desires to purchase from Seller and Seller desires to sell to Buyer, on the terms and subject to the conditions of this agreement, Seller's entire Fifty percent interest (50%) in the business and property owned and held by the Limited Liability Company known as Arsenic & Apple Pie, LLC, in exchange for the consideration herein stated.

Included within the terms of the sale of membership interest contemplated by this Agreement and subject to the terms and conditions of same, are any and all rights, claims, property interests, proprietary claims, patent rights or other intellectual property rights to two doll concepts which Buyer has previously conceived and developed, identified for purposes of this agreement as the:

- (1) "Pregnant" doll
- (2) "Mullet" doll

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

I.

Buyer shall receive Seller's entire 50% managing membership Interest in Arsenic & Apple Pie, LLC. The sale and purchase of said membership interest shall include, without limitation, all property rights, assets, inventory, profits, bonuses, commissions, salaries or other forms of distribution or compensation associated with said membership interest, as well as all claims and rights under leases, contracts copyrights, service marks, trademarks, trade names, trade secrets, and licenses held or asserted by the aforementioned company.

Buyer shall also receive physical possession of and all property and intellectual property rights to the "Pregnant" and "Mullet" dolls developed by Seller.

II.

The Membership Interest shall be sold, transferred and delivered to Buyer on or about June\_\_, 2003. The transfer of any physical assets or property between Seller and Buyer shall take place at the offices of Injeanous, 432 Castro Street, San Francisco, California.

III.

In consideration of the sale, transfer and delivery of the Membership Interest and dolls referenced above, Buyer shall pay Seller the sum of Sixteen Thousand Dollars (\$16,000). Said sum shall be payable in no more than eleven months as per the following schedule: six monthly payments of at least one thousand dollars (\$1,000.00), and five monthly payments of no less than two thousand dollars (\$2,000.00) until the sum total of payments is sixteen thousand dollars. Payments shall begin no later than two weeks after the execution of this agreement and continue uninterrupted thereafter. For example, if the execution of this agreement occurs on the fifth of the month, Buyer's monthly payments shall commence and be payable on or before the 15<sup>th</sup> of that month. If the execution date is after the 15<sup>th</sup>, the payment date shall commence on the 1<sup>st</sup> of the succeeding month.

IV.

Buyer shall receive the percentage of profits and distributions to which his membership interest in Arsenic & Apple Pie, LLC is entitled only after such time as his purchase price of \$16,000 has been fully paid. Until then, Seller shall retain all rights to any and all percentage of profits and distributions to which his membership interest is entitled, if any, but shall not enjoy or exercise any management or control over the Company. If for any reason within the control of Buyer any of the foregoing payments is overdue more than 30 days, then this Agreement shall terminate and the percentage of membership interest in Arsenic & Apple Pie, LLC, which has not been paid for shall remain the property of Seller and all rights and privileges accorded to said membership interest shall be restored. All future ownership and management rights in the Company shall be as per the terms of its Operating Agreement dated March 1999, in accordance with the respective membership interest percentages held by each party.

V.



SELLER HEREBY WARRANTS TO BUYER WITH RESPECT TO THE MEMBERSHIP INTEREST AND DOLL PROPRIETARY RIGHTS CONVEYED THAT GOOD AND VALID TITLE EXISTS AND IS HEREBY TRANSFERRED TO BUYER AND BUYER ALONE. SELLER FURTHER REPRESENTS AND WARRANTS THAT HE IS THE SOLE OWNER OF THE SPECIFIED PROPERTY AND THAT NO SPOUSAL, COMMUNITY PROPERTY, DOMESTIC PARTNER, OR COMPARABLE INTEREST OR CLAIM IN SAID MEMBERSHIP INTEREST EXISTS OR IS RECOGNIZED. MONTWILLO FURTHER WARRANTS THAT THE SPECIFIED PROPERTY BEING SOLD IS FREE AND CLEAR OF ANY SECURITY INTERESTS, LIENS, CLAIMS OR OTHER ENCUMBRANCES. SELLER HEREBY COVENANTS AND AGREES TO DEFEND, HOLD HARMLESS AND/OR INDEMNIFY BUYER, HIS AGENTS AND ASSIGNS, AGAINST ANY TITLE OR OWNERSHIP CLAIMS, LIENS OR OTHER ENCUMBRANCES ASSERTED BY A CREDITOR OR TRUSTEE IN ANY PAST OR PRESENT BANKRUPTCY PROCEEDING INITIATED BY SELLER IN REGARD TO THE PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT.

#### VI.

The Parties agree to endeavor, in good faith, to settle any controversy or claim arising out of, in connection with, or relating to this Agreement or an alleged breach thereof, by binding arbitration. A party may initiate an arbitration proceeding by a request in writing to the other party. Thereupon, both parties will be obligated to engage in arbitration of the dispute pursuant to the provisions of CCP Section 1280, et seq.. The proceeding shall be held in the County of San Francisco pursuant to the laws of the State of California. **The parties agree that the decision of the arbitrator shall be binding.**

The Parties shall attempt to jointly select a neutral arbitrator familiar with business law in California. In the event that the parties are unable to agree on an arbitrator within 30 days of the request for arbitration, the Court, upon the proper request of either party pursuant to CCP Section 1281.6, shall appoint a neutral arbitrator. Such arbitration shall be binding. The confirming court, if any, shall review the record of the arbitration to determine if an error of law has occurred. In the event the court determines that a substantial error of law has occurred and that a retrial is required, such trial shall be had de novo in the reviewing court without a jury.

#### VII.

The terms of this Agreement terminate and supersede all prior understandings or agreements between them on the subject matter hereof. This Agreement is intended as a final expression of their Agreement and may be modified only in a writing between them duly executed by the Parties.



VIII.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**IN WITNESS WHEREOF**, the parties to this Agreement have duly executed it on the day and year indicated.

Signed and executed this \_\_\_\_ day of June, 2003, at San Francisco, California.

Seller: \_\_\_\_\_  
Paul Montwillo

Buyer: \_\_\_\_\_  
William Tull

### Agreement for the Purchase of Membership Interest

This Agreement hereinafter referred to as the "Agreement", for the purchase of Membership Interest in the Limited Liability Company known as Arsenic & Apple Pie, LLC, hereinafter referred to as the "Company", is hereby agreed to and made effective this \_\_\_ day of July 2003, by and between Paul Montwillo, hereinafter referred to as "Seller", whose principal place of residence is 3638 22nd Street, San Francisco, California, and William Tull Jr., hereinafter referred to as "Buyer", whose principal place of business is 432 Castro Street, San Francisco, California. Seller and Buyer may be collectively referred to as the "Parties".

Seller desires to sell to Buyer and Buyer desires to purchase from Seller, on the terms and subject to the conditions of this agreement, Seller's entire fifty percent interest (50%) in the business and property owned and held by the Company, in exchange for the consideration herein stated.

Included within the terms of the sale of Membership Interest contemplated by the Agreement and subject to the terms and conditions of the same, are any intellectual rights, claims, property interests, proprietary claims or other intellectual property rights to two doll concepts which Seller has previously conceived and developed, identified for purposes of this agreement as the:

- (1) "Pregnant" doll
- (2) "Mullet" doll

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

Buyer shall receive Seller's entire 50% managing Membership Interest in the Company. The sale and purchase of said Membership Interest shall include, without limitation, all property rights, assets, inventory profits, bonuses, commissions, salaries or other forms of distribution or compensation associated with said Membership Interest, as well as all claims and rights under leases, contracts copyrights, service marks, trademarks, trade names, trade secrets, and licenses held or asserted by the aforementioned company, along with any and all liabilities of the Company past, present and future, without limitation, thus releasing Seller from any and all claims and obligations arising, related to, or concerning the Company in any way effectively indemnifying Seller from any such claims.

#### II.

The Membership Interest shall be sold, transferred and delivered to Buyer upon receipt of the final payment according to this Agreement. The transfer of any physical assets or property between Seller and Buyer shall take place at the offices of In-jean-ious, 432



Castro Street, San Francisco, California.

III.

In consideration of the sale, transfer and delivery of the Membership Interest and dolls referenced above, Buyer shall pay the sum of Sixteen Thousand Dollars (\$16,000.00). Said sum shall be payable by certified or cashiers check in each instance, payable to Paul Montwillo, pursuant to the following schedule: a payment of six thousand dollars (\$6000.00) upon execution of this agreement, a second payment of five thousand dollars (\$5000.00) upon Seller's delivery to Buyer of the prototype of of the Pregnant doll, and a final payment of five thousand dollars (\$5000.00) upon Seller's delivery to Buyer of the prototype of of the Mullet doll.

Seller and Buyer hereby agree to the following delivery and corresponding payment schedule: Seller shall deliver the prototype of the Pregnant doll within 30 days of the execution of this Agreement and buyer shall pay according to the foregoing terms the \$5000.00 payment in exchange therefore. Within 30 days after delivery of the prototype of the Pregnant doll, Seller shall deliver the prototype of the Mullet doll and buyer shall pay according to the foregoing terms the \$5000.00 payment in exchange therefore.

IV.

Buyer shall receive the percentage of profits and distributions to which his Membership Interest in the Company is entitled only after such time as his purchase price of \$16,000.00 has been fully paid. Until then, Seller shall retain all rights to any and all percentage of profits and distributions to which his Membership Interest is entitled, if any, but shall not enjoy or exercise any management or control over the Company. If for any reason any of the foregoing payments is overdue, then this agreement shall terminate. Furthermore all future ownership and management rights in the Company shall be as per the terms of its Operating Agreement dated March 1999. In addition to Seller's retention of all of his 50% interest in the Company upon such termination, Seller shall be under no obligation to deliver either the prototype of the Pregnant doll and/or the Mullet doll as the case may be.

V.

SELLER HEREBY WARRANTS TO BUYER WITH RESPECT TO THE MEMBERSHIP INTEREST AND DOLL PROPRIETARY RIGHTS CONVEYED THAT GOOD AND VALID TITLE EXISTS AND IS HEREBY TRANSFERRED TO BUYER AND BUYER ALONE. SELLER FURTHER REPRESENTS AND WARRANTS THAT HE IS THE SOLE OWNER OF THE SPECIFIED PROPERTY AND THAT NO SPOUSAL, COMMUNITY PROPERTY, DOMESTIC PARTNER, OR COMPARABLE INTEREST OR CLAIM IN SAID MEMBERSHIP INTEREST EXISTS OR IS RECOGNIZED. PARTIES WARRANT THAT THE SPECIFIED PROPERTY BEING SOLD IS FREE AND CLEAR OF ANY SECURITY INTERESTS, LIENS, CLAIMS OR OTHER ENCUMBRANCES.

SELLER, THEREFORE BUYER, HEREBY COVENANTS AND AGREES TO DEFEND, HOLD HARMLESS AND/OR INDEMNIFY EACH OTHER, THEIR AGENTS AND ASSIGNS, AGAINST ANY AND ALL CLAIMS, PAST, PRESENT AND FUTURE, ARISING OUT OF OR RELATING TO THE PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT.

VI.

The Parties agree to endeavor, in good faith, to settle any controversy or claim arising out of, in connection with, or relating to this Agreement, or an alleged breach thereof, by binding arbitration. A party may initiate an arbitration proceeding by a request in writing to the other party. Thereupon, both parties will be obligated to engage in arbitration of the dispute pursuant to the provisions of CCP Section 1280, et seq.. The proceeding shall be held in the County of San Francisco pursuant to the laws of the State of California. **The parties agree that the decision of the arbitrator shall be binding.**

The Parties shall attempt to jointly select a neutral arbitrator familiar with business law in California. In the event that the parties are unable to agree on an arbitrator within 30 days of the request for arbitration, the Court, upon proper request of either party pursuant to CCP Section 1281.6, shall appoint a neutral arbitrator. Such arbitration shall be binding. The confirming court, if any, shall review the record of the arbitration to determine if an error of law has occurred. In the event the court determines that a substantial error of law has occurred and a retrial is required, such trial shall be had de novo in the reviewing court without a jury.

VII.

The terms of this Agreement terminate and supercede all prior understandings of agreements between them on the subject matter hereof except in the event of the termination of this Agreement as contemplated in Article IV, in which case the Operating Agreement shall govern as described in such Article IV.

VIII.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year indicated.

Signed and executed this \_\_\_\_ day of July, 2003, at San Francisco, California.

Seller: \_\_\_\_\_  
Paul Montwillo

Buyer: \_\_\_\_\_  
William Tull Jr.

DAVID Y. WONG

ATTORNEY AT LAW

320 Montford Ave.  
Mill Valley, California 94941  
Tel: (415) 339-8810  
Fax: (415) 388-5582

April 7, 2003

Paul Montwillo  
3638 22<sup>nd</sup> Street  
San Francisco, CA 94114

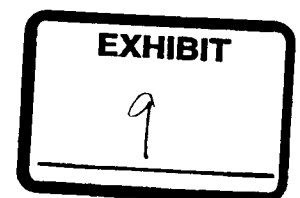
Re: Arsenic & Apple Pie, LLC  
Your Petition in Bankruptcy

Dear Mr. Montwillow:

On behalf of Arsenic & Apple Pie, LLC, please be advised that your membership interest in Arsenic & Apple Pie, LLC is now subject to repurchase by the Company pursuant to Section 8 of the Operating Agreement. A copy of the Arsenic & Apple Pie Operating Agreement is enclosed for your review.

On or about March 10, 2003, Managing Member William Tull learned that you had filed a petition in bankruptcy court to discharge your debts. Under Section 8.3 of the Agreement, each member of the company agrees to promptly give notice of any triggering event to all other members. The filing of a petition in bankruptcy by a member is a triggering event. Section 8.7 of the Agreement further provides that upon receipt of notice of a triggering event, the Company or its other members shall determine a fair market value for your membership interest. Following the finding of a fair market value under Section 8.7, the Company has the right to repurchase your membership interest for a period of thirty (30) days.

Pursuant to the above agreement and a review of the company's net worth, Mr. Tull has determined that your membership interest has a fair market value of \$1.00. The net worth of your interest is based on an accounting of the individual capital contributions and loans of each member, the share of losses and expenses attributed to each member, and the absence of any net profit generated by the Company to date. Section 3 of the Agreement, further provides that any outstanding loans to the company made by Mr. Tull are to deducted before net worth can be determined. For your review a copy of the Company's Annual Income Statement for the period ending December 31, 2002, is enclosed. If you disagree with Mr. Tull's calculations, you should contact him at your earliest opportunity to resolve the matter.

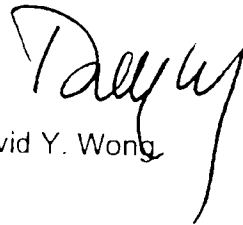


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If you do not contact Mr. Tull or the undersigned in writing within 30 days to object to the net value of your membership interest as Mr. Tull has proposed, Arsenic & Apple Pie, LLC will adopt and use Mr. Tull's figure as its purchase price for your entire membership interest. In any event, you are notified that the Company will repurchase your entire membership interest and will resist and prevent any attempt by you to transfer, sell or otherwise convey your interest to a third party.

If you have any questions or concerns not addressed above, please do not hesitate to contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "D. Wong", with a long, sweeping vertical line extending downwards from the end of the signature.

David Y. Wong

enclosure: Operating Agreement  
cc: William Tull

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